

No DAC/IT/885/02/2019
HIGH COMMISSION OF INDIA
DHAKA

NOTICE INVITING TENDER

High Commission of India, Dhaka Invites Tender under two bid system from registered and authorized firms/agencies for supply and installation of two (2) hardware firewalls with 5 years full guard license to the High Commission of India, Plot 1-3, Park Road, Baridhara, Dhaka as per the specifications given in the tender documents.

2. The tender document can be downloaded from our website <https://www.hcidhaka.gov.in> and <https://www.eprocure.gov.in>. No fee for Tender Document will be charged.

3. The interested firms/agencies have to submit two sets (in original) of tenders in two bid system {i. e. (i) Technical Bid and (ii) Financial Bid}. Tenders are to be submitted to the Head of Chancery, High Commission of India, Plot 1-3, Park Road, Baridhara, Dhaka. All the necessary documents including those in support of eligibility criteria etc. (except the Financial Bid) are to be submitted along with the Technical Bid in a sealed envelope. The Financial Bid must be submitted in a separate sealed envelope. No bid (s) will be accepted after the expiry of stipulated date and time for the purpose under any circumstances.

4. The Earnest Money Deposit (EMD) of BDT 60,000/(BDT Sixty thousand only) in the form of Account Payee Demand Draft (DD)/Pay Order (PO) drawn in favour of High Commission of India, Dhaka is required to be enclosed with the Technical Bid. In case the EMD is not submitted, the bid shall not be considered and would summarily be rejected.

5. Bids can be submitted on any working day from 29.03.2019 to 30.04.2019 up to 1400 Hrs.

6. The Technical Bids will be opened on 30.04.2019 at 1600 hrs by the Committee authorized by the Competent Authority of this High Commission. The financial bids of only those bidders whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The date for opening of Financial Bids would be intimated to the respective bidders in due course.

7. The High Commission of India, Dhaka reserves the right to reject any or all the bids without assigning any reason and the decision of the High Commission shall be final and binding.

(NAVIN SHAW)

Second Secretary (Management)
High Commission of India, Dhaka
Tel : +88 02 55067324

HIGH COMMISSION OF INDIA

DHAKA, BANGLADESH

Plot 1-3, Park Road, Baridhara, Dhaka

www.hcidhaka.gov.in

Tender Document No.: DAC/IT/885/02/2019

Dated 29 March, 2019

Tender Document

For supply and installation of

**Two Hardware Firewalls with 5 years full guard license to the
High Commission of India, Dhaka**

Last date for submission of bids: 30 April, 2019 up to 1400 Hrs

Opening of Technical bids: 30 April, 2019 at 1600 Hrs

The tender document can be downloaded from our website <https://www.hcidhaka.gov.in> and <https://www.eprocure.gov.in>. No fee for Tender Document will be charged.

SECTION I: INVITATION FOR BIDS (IFB)

1. The High Commission Of India, Dhaka invites sealed bids from eligible bidders for supply of two(2) Next-Generation Firewalls as per the following specifications

Physical Specification	
Ethernet Interfaces	8GE ports, 4 SFP
No. of flexi port slots	Minimum 1
I/O Ports	Minimum 2 USB 3.0, 1 Micro USB, 1 COM and 1 HDM I
Power Supply	AC redundant power supply
Memory (RAM)	8 GB
Storage	120 GB
Mounting	Rack mount
Brand	Only International Brands like Fortinet, SonicWall, Juniper, Sophos, Cisco, Check Point etc.
Warranty*	5 years onsite including Parts maintenance and Labor
Performance Specifications	
Firewall through	Minimum 25 GBPS or more
NGFW (IPS + APP Ctrl)	Minimum 4 GBPS or more
Antivirus throughput	Minimum 3 GBPS or more
New connections/sec	2 Lacs or more
Maximum licensed users	Unrestricted
Software License	
License Period	Total Full Guard license with enhanced support for 60 months(5 Yrs)

Other Features	
Other Features features like:	<p>Intrusion detection and prevention, application awareness, Identity awareness, data loss prevention, website filtration, bandwidth management, VPN support, should support SSL, SSH and IPSec, deep packet inspection, application filters, spam filters, anti-virus protection, compatible with Linux servers, active directory servers, compatible with other brand routers/switches, Packet filtering, ASPF, Attack Defense features, Defense against illegal attachments, Control over ICMP redirection or unreachable packets, over Tracer packets and over IP packets with route record option, Static & Dynamic blacklist, Transparent firewall, Email filtering, Web Filtering, Telnet, FIP, Web, Firewall Should have SNMP, RMON, NTP, Syslog.</p> <p>Management: Telnet, Ftp, SNMP, RMON, NTP, Syslog, Support redundant Power Supply.</p>

*Vendor should provide: Installation of hardware & software related to firewall configuration, integration with existing network, training, technical support and onsite maintenance during warranty period.

2. **Contact information:**

Mr. Navin Shaw
SS(Management)
High Commission of India
Dhaka, Bangladesh
Email: it.dhaka@mea.gov.in

3. Two bid System:

The two bid system will be followed for this tender. In this system, bidder must submit his offer as explained below: ÷

Envelope No 1: "Technical Bid" Shall contain

- a) A Demand Draft/Pay Order of BDT 60, 000/(BDT Sixty thousand only) towards Earnest Money Deposit (EMD).
- b) Duly filled Technical Bid with proper seal and signature of authorized person on each page of the bid submitted.
- c) Self attested copies of VAT Registration certificate and Trade License, as applicable.
- d) A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association, as applicable.
- e) The bidder must submit plan/arrangement for installation and warranty services/after sale services to be provided at site.
- f) Detailed technical specifications make & model, part number and compliance to the Schedule of Requirement for which bid is submitted.
- g) The bidder should submit an undertaking to the effect that a Performance Bank Guarantee (PBG) of 10% of the order value will be submitted in case the High Commission of India, Dhaka decides to place the Purchase Order with them.
- h) Other related documents.

Envelope No 2: "Financial Bid" Shall contain

Price Schedule complete in all respects with proper seal and signature of authorized person. Both the Technical bid and financial bid envelopes should be sealed separately and clearly marked as "Envelope no. 1 - Technical Bid" and "Envelope no. 2 - Financial Bid". Both the sealed envelopes should be placed in a third larger envelope clearly mentioning "Technical Bid & Financial Bid" for supply of "Two Firewalls to Head of Chancery, High Commission of India, 1-3 Park Road, Dhaka, Bangladesh.

Note 1: Please write tender number on each envelope and seal all the envelopes.

Note 2: Please do not put "Financial Bid" (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid, the tender will be rejected.

3. Crucial dates and time

- a. Starting date for submission of bids: **29th March, 2019 at 1000 hrs (Friday)**
- b. Last date for submission of bids: **30th April, 2019 up to 1400 hrs (Tuesday)**
- c. Technical bid will be opened on **30th April, 2019 at 1600 hrs (Tuesday) at the following venue: Conference Room, High Commission of India, Plot 1-3, Park Road, Baridhara, Dhaka.**

4. Opening of Financial bids:

- a. **Technically accepted competitive bids ONLY will be considered for the opening of Financial Bids.**
- b. **The date and time for opening of Financial Bids will be intimated to the respective bidders in due course.**
- c. Financial bids of the short listed bidders only will be opened, in the presence of their authorized representative, who chooses to attend.
- d. The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance sheet as a proof of having attended the financial bid opening.
- e. The bidder's name, bid prices, discounts and such other details considered as appropriate by the High Commission of India, Dhaka will be announced at the time of opening of the bids.

Section II – INSTRUCTIONS TO BIDDERS (ITB)

1. Delivery period / Timelines

The supply and installation must be completed within 04 weeks, after placement of purchase order.

2. Location for the Supply and Installation

The equipments covered by this document are required to be supplied and installed at the High Commission of India, 1-3 Park Road, Baridhara, Dhaka, Bangladesh.

3. Order Placements and Release of Payment

The Purchase Order and payment shall be processed by "Head of Chancery, High Commission of India, Dhaka"

4. Amendment of Bidding Document:

At any time prior to the deadline for submission of bids, The High Commission of India, Dhaka may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

5. Earnest Money Deposit (EMD)

- a. The tender documents must be accompanied by Earnest Money Deposit (EMD) of appropriate amount, in the form of a Demand Draft (DD)/Pay Order (PO) drawn on any Nationalized Bank, in favour of "High commission of India Dhaka". The amount towards EMD is BDT 60, 000/(BDT Sixty thousand only) and should be submitted in the envelope containing Technical Bid. Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash/cheque/FDR/BG or any other form except DD/PO. No interest shall be payable on EMD.
- b. The EMD will be returned to the bidder(s) whose offer is not accepted, within 30 days from the date of the placing of the final order on the selected bidder.
- c. The successful bidder, on award of contract/order, must send the contract/order acceptance in writing, within 07 days of award of contract/order, failing which the EMD will be forfeited and the order will be placed to the next successful bidder.
- d. **The EMD shall be forfeited:**
 - i. If the bidder withdraws the bid during the period of bid validity specified in the tender.

- ii. If the bidder fails to furnish the acceptance in writing, within 01 week of award of contract/order.
- iii. In case a successful bidder fails to furnish the Performance Bank Guarantee.

6. Period of validity of bids:

- a. Bids shall be valid for a minimum 180 days from the date of submission of bids. A bid valid for a shorter period shall stand rejected.
- b. The High Commission of India, Dhaka may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.

7. Submission of Bids:

The Bid shall be neatly arranged, plain and intelligible. Each page of the bid should be signed. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

8. Deadline for submission of Bids:

- a. Bids must be submitted before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared a holiday for the High Commission of India, Dhaka. The bid-closing deadline will stand extended to the next working day up to the same time.
- b. The High Commission of India, Dhaka may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified on the website of the High Commission of India, Dhaka.

9. Late Bids:

Any bid inadvertently received after the deadline for submission of bids, will not be accepted and returned unopened to the bidder.

10. Criteria for Award of Contract/Order:

- a. The High Commission of India, Dhaka shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated financial bid.
- b. The lowest price criteria shall be applied on the total.

- c. If more than one bidder happens to quote the same lowest price, the High Commission of India, Dhaka reserves the right to split the order and award the contract to more than one bidder.

11. Purchaser's Right to amend Scope of Work:

If, for any unforeseen reasons, the High Commission of India, Dhaka is required to change the Scope of Supply, this change shall be acceptable to the bidder without change in the unit price quoted.

12. Interpretation of the clauses in the Tender Document

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, High Commission of India's interpretation of the clauses shall be final and binding on all parties.

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Prices:

- a. The price quoted shall be considered firm and no price escalation will be permitted.
- b. Bidders must quote the price in the format given in Price Schedule at Section-IV of this document.
- c. All amounts are to be quoted only in Bangladeshi Taka.
- d. The prices quoted should be inclusive of freight, insurance, packing, distribution, after sales service.

2. Performance Bank Guarantee (PBG):

The successful bidder will be required to furnish the Performance Bank Guarantee in form of a Bank Guarantee for the 10% (ten percent) amount of the Purchase Order within 02 weeks of receipt of Purchase Order, as per the format attached to this document (Refer Annexure I). This bank guarantee shall remain valid till the completion of warranty period.

3. Warranty:

All the items supplied shall carry minimum Five (05) years on-site comprehensive warranty including parts and labor from the date of Installation & Commissioning. The bidder must undertake to provide the installation and warranty service at Dhaka. The repairing/rectification/replacement/configuration required, if any, of the items under warranty must be done at on-site workshop.

4. Payments:

- a. 70% of the payment will be made on delivery of material and production of claim with supporting document.
- b. Payment of 20% against successful installation & commissioning as per contract document and to the satisfaction of High Commission of India Dhaka.
- c. Balance 10% payment will be made on the completion of warranty period or against submission of Bank Guarantee of equivalent amount from any bank valid for the entire period of warranty.

5. Penalty for delayed Services:

- a. The High Commission of India, Dhaka reserves the right to levy penalty @ of 1 % of order value per week of delay beyond the scheduled deliveries/execution of the order successfully, subject to maximum of 5% of the order value.
- b. The High Commission of India, Dhaka reserves the right to cancel the order in case the delay is more than 02 weeks.

- c. The penalties, if any shall be recovered from the 20% claim due after installation & commissioning.

6. Force Majeure:

The High Commission of India, Dhaka may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of nature (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidders premises.

SECTION – IV

Format for submitting the Price Schedule for supply of Two (2) Hardware Firewalls with 5 years full guard license:

Bid No DAC/IT/885/02/2019

Date:

To,

Head of Chancery

High commission of India

1-3 Park Road, Baridhara

Dhaka -1212, Bangladesh

Price Schedule

SI No	Item	Total Bid Quantity	Unit Price (in Taka)	Total Price (in Taka)
1	2	3	4	5

Note: Above quoted price for supply of Two (2) Hardware Firewalls with 5 years full guard license is complete in all respect as per technical specifications and T&C mentioned in the bid document.

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company seal:

ANNEXURE 1- PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

To

Head of Chancery

High Commission of India

Plot 1-3, Park Road

Baridhara, Dhaka

BANK GUARANTEE NO:

DATE:

Dear Sir/Madam

This has reference to the purchase order No. DAC/IT/885/02/2017 Dated *í í í í* . placed by the High Commission of India, Dhaka to M/S *í í í* .(Name and Address of the vender)*í í* . for the supply, installation and 5 years full guard license of Two(2) Hardware Firewalls to the High Commission of India, Dhaka.

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange to install the items listed in said order at the High Commission of India, 1-3 Park Road, Baridhara, Dhaka-1212 Bangladesh to the entire satisfaction of the High Commission of India, Dhaka and
3. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site across Bangladesh, as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and

assurance of their contractual obligations vide the purchase order No. DAC/IT/885/02/2019 dated _____.

M/s ..(name of vendor).. holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

The High Commission of India, Dhaka shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the supplier's obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of the High Commission of India, Dhaka under any security(ies) now, or hereafter held by the High Commission of India, Dhaka and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the High Commission of India, Dhaka hereunder or of prejudicing right of the High Commission of India, Dhaka against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the High Commission of India, Dhaka and liabilities of the supplier arising upto and until date_____.

Your right to recover the said sum of Tk. _____/- (Taka_____ Only) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s_____ and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to Tk_____ (Taka _____Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed Tk ৳ ৳ ৳ ৳ ৳ .(in words)
- B. This bank guarantee shall be valid up to ৳ ৳ ..& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before ৳ ৳ ৳ ৳ .
- D. The Bank guarantee will expire on ৳ ৳ ৳

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK

Authorized Signatory